



IT IS ORDERED as set forth below:

Date: July 31, 2025

Paul Baisier

Paul Baisier
U.S. Bankruptcy Court Judge

**UNITED STATES BANKRUPTCY COURT
NORTHERN DISTRICT OF GEORGIA
ATLANTA DIVISION**

IN RE:

GLOBAL CONCESSIONS, INC.,

Debtor.

Chapter 11

Case No. 25-53640-PMB

**CONSENT ORDER ON HOST+ATL
CHEFS JV3, LLC AND HOST+ATL CHEFS JV5, LLC'S
MOTION TO COMPEL DEBTOR TO COMPLY WITH POST-PETITION
RENT OBLIGATIONS AND CANCELING THE JULY 31, 2025 HEARING**

The matter before the Court is the *Motion to Compel Debtor to Comply with Post-Petition Rent Obligations* [Doc. No. 103] (the “Motion”) filed on May 11, 2025 by Host+ATLChefs JV3, LLC and Host+ATLChefs JV5, LLC (together, “Host”), whereby Host seeks to compel Debtor Global Concessions, Inc. (“Debtor”) to comply with its obligations under the Subleases (as those terms are defined in the Motion), specifically including the timely payment of rent. On June 13, 2025, the Official Committee of Unsecured Creditors (the “Committee”) also filed a response in

opposition to the Motion (Doc. No. 146) contending that the amounts sought by Host were for prepetition rent.¹

The Motion came before the court for hearing on June 16, 2025 and was continued to July 31, 2025. Before the hearing scheduled for July 31, 2025, counsel for Host, counsel for Debtor, and counsel for the Committee have come to a resolution. The Court finding the Motion and hearing on the same was properly noticed, that there are no open objections to the Motion and based on the consent of the parties, it is hereby:

ORDERED, in addition to its existing rental obligations under the Subleases, Debtor agrees to pay Host \$89,736.61 as post-petition rent arrearage (the “Arrearage”) in six equal monthly installments of \$14,000 and a seventh payment of \$5,736.51 (the “Catch-up Payments”) beginning with a first payment to be made within five days of entry of this Order, with the next payment due on August 20, 2025 and continuing on the same day of each month thereafter for five additional months (for a total of seven Catch-up Payments) until the Arrearage is paid in full. It is further

ORDERED, that Debtor agrees to pay Host any and all other amounts that have come due post-petition in the amount of \$43,291.99, within ten days of entry this Order.² It is further

ORDERED, that Debtor agrees to timely make all future Minimum Rent and Percentage Rent (as defined in the Motion) payments, and any other payments, as provided by the Subleases (“Rent”) on time, including applicable grace periods as provided by the Subleases and

¹ The City of Atlanta filed a similar motion (Doc. No. 94) on May 7, 2025 to the Motion, to which Royal Food Service Co., Inc. (“Royal Food”) filed a limited objection (Doc. No. 97) on May 8, 2025. Royal Food did not file a separate objection to the Motion, although Royal Food’s objection was mooted by a separate order.

² Host reserves all rights to assert any non-monetary obligations under the Subleases, including, but not limited to, the surety bond requirements thereunder.

in full solely by electronic funds transfer, wire transfer, or similar electronic method pursuant to instructions provided to Debtor. It is further

ORDERED that should Debtor fail to timely pay a Catch-up Payment or future Rent (a “Default”) and Host provides written notice of such Default to Debtor’s counsel by email to bkeck@kecklegal.com (the “Notice”), then Debtor shall have five business days from transmission of the first and only Notice to cure the Default by complete payment of any amounts then due and owing. Should Debtor fail to cure the Default after five business days of transmission of the Notice, or should Debtor subsequently Default after having received a Notice, then Host may submit an affidavit (the “Affidavit of Default”) to the Court detailing such Default or additional Default and, in the instance of the first Default, the failure to cure the same. Host shall serve the Affidavit of Default on Debtor, the Office of the United States Trustee, counsel for the Committee, and counsel for Debtor’s senior secured lender, First Horizon Bank. Debtor or any other party in interest shall have five days from the filing of the Affidavit of Default to file a response to contest the allegation of Debtor’s Default, additional Default, or, in the instance of the first Default, the failure to cure the same, in which case, the Court may set the matter for hearing. If no party contests the Affidavit of Default, then the Court may without further hearing or notice enter an order lifting the automatic stay of Section 362 of the Bankruptcy Code as it applies to Host and the Subleases, to allow Host to proceed with all its rights and remedies under the Subleases and against the leased premises, as such premises are described in the Subleases, including eviction and retaking possession of the Subleased premises. It is further

ORDERED that the hearing scheduled for July 31, 2025 on the Motion is canceled.

[END OF ORDER]

Prepared and presented by:

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